

**ARTICULATION AGREEMENT
BETWEEN
UNIVERSITY
AND
DOWLING COLLEGE**

This Articulation Agreement (this “Agreement”), effective as of July __, 2016 (the “Effective Date”), is entered into between SUNY Empire State College, with offices located at 2 Union Avenue, Saratoga Springs (“Empire State College”) and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York (“Dowling”); (and each a “Party” and collectively, the “Parties”).

WHEREAS, in connection with discussions regarding certain transactions and agreements involving students between Empire State College and Dowling (the “Transaction”), certain current students at Dowling (“Dowling Students”) may wish to continue their education at Empire State College.

WHEREAS, Empire State College is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended (“Title IV Programs”);

WHEREAS, Dowling has determined that Empire State College is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to Empire State College and given credit for coursework begun or completed at Dowling prior to enrolling at Empire State College in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and Empire State College. The main objective of the collaboration is to facilitate the transfer of Dowling Students to Empire State College.

2. Effective Date

This Agreement is effective as of the date first written above, and will be implemented beginning with the fall semester for 2016.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants, and final decisions will be solely at the discretion of Empire State College. Admission to Empire State College will be based on academic qualifications including grade point average, courses taken, and TOEFL or TSE scores.

4. Transfer of Credits

Credits from Dowling's programs will transfer to Empire State College as follows:

- a. Any Dowling Student seeking the transfer of sixty (60) or more credits earned at Dowling College shall pay the tuition and fees described in Dowling College's 2015-2016 schedule of tuition and fees, attached hereto as Appendix A or Empire State College's prevailing rates, whichever is lower in cost to the student.
- b. Any Dowling Student seeking the transfer of fewer than sixty (60) credits shall pay the prevailing tuition and fees as described in the then-current schedule of tuition and fees distributed by Empire State College.
- c. Any Dowling Student who has enrolled in courses at Empire State College during the summer term of 2016, in order to transfer those credits to Dowling College to complete the requirements of their Dowling College registered degree program by August 31, 2016, shall, after completion of a degree audit and confirmation of completion of the Dowling College degree program, receive such degree from Dowling College. Should Dowling College be unable to award degrees to students in this category, the New York State Department of Education shall conduct such degree audit and confirmation of completion of the Dowling College degree program and recommend to the New York State Board of Regents that it award a degree to those students.

Dowling Students admitted to Empire State College will have their transferred credit applied to the appropriate Empire State College degree program to which they have been admitted. Completion of the degree at Empire State College is also dependent upon the evaluation of possible general education transfer credits. Empire State College will confer a degree upon successful completion of the stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many semesters of residence (if any) at Empire State College will be needed to complete the degree program. An evaluation of transferrable credits will be available to students prior to registering at Empire State College.

5. Conditions

International students participating in the above program will be governed by and must adhere to the same regulations and performance standards that pertain to other international students and international visitors, including the policies, regulations, laws and visa requirements

of the host country and institution. Empire State College does not serve students who require an F-1 student visa to come to the U.S.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent or acknowledgment of the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges and fees as more fully described in Empire State College's 2016-2017 Schedule of Tuition and Fees, available on its website (or, in the case of Dowling Students seeking the transfer of sixty (60) or more credits, Dowling College's schedule of tuition and fees for 2015-2016, as described in Appendix A hereto, or Empire State College's prevailing rates, whichever is lower in cost to the student.). Empire State College shall notify Dowling Students of such charges prior to enrollment. Empire State College will waive admission application fees for Dowling Students.

There will be no financial exchange between Empire State College and Dowling as a result of this Agreement.

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or enrollment of any Dowling Student enrolled at Empire State College as of the date any such termination is effective shall be unaffected by any such termination.

8. Mutual Responsibilities

Each institution shall designate an individual who will serve as the liaison officer for this Agreement, and be responsible for coordinating the specific aspects of the program. The coordinator will be responsible for promoting the affiliation to prospective and current students by providing information to the Empire State College admissions staff, career planning and placement officers, and all student advisors.

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran status or national origin.

- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.
- e. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any rule or principle of conflict of laws that might refer the interpretation or construction of this Agreement to the laws of any other jurisdiction.

9. Indemnification

Dowling shall be responsible to and shall defend, indemnify, and hold harmless the State of New York, the State University of New York, Empire State College, and their respective officers, trustees, directors, employees, and agents for any and all losses, expenses, damages, and liabilities, including reasonable attorneys' fees, to the extent arising out of the negligent acts or willful misconduct of Dowling, its officers, employees, agents, contractors, subcontractors, or licensees arising out of or related to this Agreement. This provision shall survive the termination of this Agreement.

Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, Empire State College shall hold Dowling harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Empire State College or of its officers or employees when acting within the course and scope of their employment.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.



Name Albert Inserra
Title President
DOWLING COLLEGE

7/29/16
Date



Name [Signature]
President
Empire State College

7/27/16
Date

[SIGNATURE PAGE TO ARTICULATION AGREEMENT]

**ARTICULATION AGREEMENT
BETWEEN
EXCELSIOR COLLEGE
AND
DOWLING COLLEGE**

This Articulation Agreement (this “Agreement”), effective as of the date of last signature hereto (the “Effective Date”), is entered into between Excelsior College, with offices located 7 Columbia Circle, Albany, New York (“COLLEGE”) and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York (“Dowling”); (and each a “Party” and collectively, the “Parties”).

WHEREAS, in connection with discussions regarding certain transactions and agreements involving students between COLLEGE and Dowling (the “Transaction”), certain current students at Dowling (“Dowling Students”) may wish to continue their education at COLLEGE.

WHEREAS, COLLEGE is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended (“Title IV Programs”);

WHEREAS, Dowling has determined that COLLEGE is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to COLLEGE and given credit for coursework begun or completed at Dowling prior to enrolling at COLLEGE in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and COLLEGE. The main objective of the collaboration is to facilitate the transfer of Dowling Students to COLLEGE.

2. Effective Date

This Agreement shall take effect immediately upon execution.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants,

and final decisions will be solely at the discretion of COLLEGE. Admission to COLLEGE will be based on COLLEGE's admissions requirements.

4. Transfer of Credits

Credits from Dowling's programs will transfer to COLLEGE in accordance with COLLEGE's policies and procedures for the transfer of credit. Any Dowling Student seeking the transfer of credits earned at Dowling College shall pay the prevailing tuition and fees as described by COLLEGE at the time of such student's enrollment.

Dowling Students admitted to COLLEGE will have their transferred credit applied to the appropriate COLLEGE degree program to which they have been admitted. Completion of the degree at COLLEGE is dependent upon the evaluation of possible general education transfer credits. COLLEGE will confer a degree upon successful completion of the stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many COLLEGE credits will be needed to complete the degree program. A preliminary review of transferrable credits will be available to students prior to enrolling at COLLEGE.

5. Conditions

International students participating in the above program will be governed by and must adhere to the policies and admissions requirements of the COLLEGE.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent or acknowledgement of the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges and fees as more fully described in COLLEGE's current schedule of tuition and fees, available on its website. COLLEGE shall notify Dowling Students of such charges prior to enrollment.

There will be no financial exchange between COLLEGE and Dowling as a result of this Agreement.

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or

enrollment of any Dowling Student enrolled at COLLEGE as of the date any such termination is effective shall be unaffected by any such termination.

8. Mutual Responsibilities

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran status or national origin.
- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.
- e. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any rule or principle of conflict of laws that might refer the interpretation or construction of this Agreement to the laws of any other jurisdiction.

9. Indemnification

Each Party agrees to indemnify and hold harmless the other, as well as their respective trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of the other's and/or its agents, servants, employees or students.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.



Name

Title *President*

DOWLING COLLEGE

7/28/16

Date



Name

Title *ACTING PRESIDENT*

EXCELSIOR COLLEGE

7/28/16

Date

[SIGNATURE PAGE TO ARTICULATION AGREEMENT]

**ARTICULATION AGREEMENT
BETWEEN
FARMINGDALE STATE COLLEGE
AND
DOWLING COLLEGE**

This Articulation Agreement (this “Agreement”), effective as of July __, 2016 (the “Effective Date”), is entered into between the STATE COLLEGE OF NEW YORK, (hereinafter “SUNY”), an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, for and on behalf of Farmingdale State College with offices located at 2350 Broadhollow Road, Farmingdale, NY 11735 (“COLLEGE”) and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York (“Dowling”); (and each a “Party” and collectively, the “Parties”).

WHEREAS, in connection with discussions regarding certain transactions and agreements involving students between COLLEGE and Dowling (the “Transaction”), certain current students at Dowling (“Dowling Students”) may wish to continue their education at COLLEGE.

WHEREAS, COLLEGE is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended (“Title IV Programs”);

WHEREAS, Dowling has determined that COLLEGE is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to COLLEGE and given credit for coursework begun or completed at Dowling prior to enrolling at COLLEGE in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and COLLEGE. The main objective of the collaboration is to facilitate the transfer of Dowling Students to COLLEGE.

2. Effective Date

This Agreement is effective as of the date first written above, and will be implemented beginning with the fall semester for 2016.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants, and final decisions will be solely at the discretion of COLLEGE. Admission to COLLEGE will be based on academic qualifications including grade point average, courses taken, and TOEFL or TSE scores.

4. Transfer of Credits

Credits from Dowling's programs will transfer to COLLEGE as follows:

- a. Any Dowling Student seeking the transfer of credits earned at Dowling College shall pay the prevailing tuition and fees as described in the then-current schedule of tuition and fees distributed by COLLEGE at the time of such student's enrollment.
- b. Any Dowling Student who has enrolled in courses at COLLEGE during the summer term of 2016, in order to transfer those credits to Dowling College to complete the requirements of their Dowling College registered degree program by August 31, 2016, shall, after completion of a degree audit and confirmation of completion of the Dowling College degree program, receive such degree from Dowling College. Should Dowling College be unable to award degrees to students in this category, the New York State Department of Education shall conduct such degree audit and confirmation of completion of the Dowling College degree program and recommend to the New York State Board of Regents that it award a degree to those students.

Dowling Students admitted to COLLEGE will have their transferred credit applied to the appropriate COLLEGE degree program to which they have been admitted. Completion of the degree at COLLEGE is dependent upon the evaluation of possible general education transfer credits. COLLEGE will confer a degree upon successful completion of the stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many semesters of residence (if any) at COLLEGE will be needed to complete the degree program. An evaluation of transferrable credits will be available to students prior to registering at COLLEGE.

5. Conditions

International students participating in the above program will be governed by and must adhere to the same regulations and performance standards that pertain to other international students and international visitors, including the policies, regulations, laws and visa requirements of the host country and institution.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent or acknowledgement of the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges, fees, and residential room and board charges as more fully described in COLLEGE'S 2016-2017 Schedule of Tuition and Fees, available on its website. COLLEGE shall notify Dowling Students of such charges prior to enrollment. COLLEGE will waive admission application fees for Dowling Students.

There will be no financial exchange between COLLEGE and Dowling as a result of this Agreement.

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or enrollment of any Dowling Student enrolled at COLLEGE as of the date any such termination is effective shall be unaffected by any such termination.

8. Mutual Responsibilities

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran status or national origin.
- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.
- e. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. The laws of New York State will govern this Agreement without regard for New

York State's choice of law statute. The parties agree to bring any action to construe, interpret or enforce this Agreement in a New York State court of competent jurisdiction. Parties agree to submit themselves to such court's jurisdiction.

g. Each party shall comply with any applicable SUNY Policies.

9. **Indemnity**

- a. Dowling shall fully indemnify, defend and save harmless SUNY, its officers, employees and agents without limitation, from and against any and all damages, expenses (including reasonable attorneys fees), claims, judgments, liabilities, losses, awards, and costs which may be finally assessed against SUNY in any action for or arising out of or related to this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.
- b. Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, SUNY shall hold Dowling harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.

10. **Confidentiality**

This Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law, and only the parties' Confidential Information that satisfies the requirements of Section 87 (2) (d) of the Public Officers Law, and SUNY's implementing regulations at 8 NYCRR Section 311.6 shall be exempted from disclosure thereunder.

11. **Amendment**


This Agreement may be amended upon prior mutual written consent of both Parties.

12. **Entire Agreement**

This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.



Name: Albert F. Inserra
Title: President
DOWLING COLLEGE

7/28/16

Date



Name George P. LaRosa
Title Senior Vice President & CFO
COLLEGE

7/28/16

Date

[SIGNATURE PAGE TO ARTICULATION AGREEMENT]

**ARTICULATION AGREEMENT
BETWEEN
ST. JOSEPH'S COLLEGE
AND
DOWLING COLLEGE**

This Articulation Agreement (this "Agreement"), effective as of July __, 2016 (the "Effective Date"), is entered into between St. Joseph's College, with offices located 245 Clinton Avenue, Brooklyn, NY, 11205 (main campus) and 155 West Roe Blvd, Patchogue, NY, 11772 (Long Island campus) ("COLLEGE") and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York ("Dowling"); (and each a "Party" and collectively, the "Parties").

WHEREAS, in connection with discussions regarding certain transactions and agreements involving students between COLLEGE and Dowling (the "Transaction"), certain current students at Dowling ("Dowling Students") may wish to continue their education at COLLEGE.

WHEREAS, COLLEGE is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended ("Title IV Programs");

WHEREAS, Dowling has determined that COLLEGE is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to COLLEGE and given credit for coursework begun or completed at Dowling prior to enrolling at COLLEGE in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and COLLEGE. The main objective of the collaboration is to facilitate the direct transfer of Dowling Students to COLLEGE.

2. Effective Date

This Agreement is effective as of the date first written above, and will be implemented beginning with the fall semester for 2016.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants, and final decisions will be solely at the discretion of COLLEGE. Admission to COLLEGE will be based on academic qualifications including grade point average, courses taken, and TOEFL or TSE scores.

4. Transfer of Credits

Credits from Dowling's programs will transfer to COLLEGE as follows:

- a. Any Dowling Student seeking the transfer of sixty (60) or more credits earned at Dowling College shall pay the tuition and fees described in Dowling College's 2015-2016 schedule of tuition and fees, attached hereto as Appendix A, unless COLLEGE offers lower tuition and fees for the applicable program, in which case Dowling Students shall pay the tuition and fees offered by COLLEGE.
- b. Any Dowling Student seeking the transfer of fewer than sixty (60) credits shall pay the prevailing tuition and fees as described in the then-current schedule of tuition and fees distributed by COLLEGE at the time of such student's enrollment.
- c. Any Dowling Student who has enrolled in courses at COLLEGE during the summer term of 2016, in order to transfer those credits to Dowling College to complete the requirements of their Dowling College registered degree program by August 31, 2016, shall, after completion of a degree audit and confirmation of completion of the Dowling College degree program, receive such degree from Dowling College. Should Dowling College be unable to award degrees to students in this category, the New York State Department of Education shall conduct such degree audit and confirmation of completion of the Dowling College degree program and recommend to the New York State Board of Regents that it award a degree to those students.

Dowling Students admitted to COLLEGE will have their transferred credit applied to the appropriate COLLEGE degree program to which they have been admitted. Completion of the degree at COLLEGE is dependent upon the evaluation of possible general education and program/major transfer credits. COLLEGE will confer a degree upon successful completion of all stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many semesters of residence (if any) at COLLEGE will be needed to complete the degree program. An evaluation of transferrable credits will be available to students prior to registering at COLLEGE.

5. Conditions

International students participating in the above program will be governed by and must adhere to the same regulations and performance standards that pertain to other international students and international visitors, including the policies, regulations, laws and visa requirements of the host country and institution.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent or acknowledgement of the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges, fees, and residential room and board charges as more fully described in COLLEGE'S 2016-2017 Schedule of Tuition and Fees attached hereto as Appendix B (or, in the case of Dowling Students seeking the transfer of sixty (60) or more credits, Dowling College's schedule of tuition and fees for 2015-2016, as described in Appendix A hereto). COLLEGE shall notify Dowling Students of such charges prior to enrollment. COLLEGE will waive admission application fees for Dowling Students.

There will be no financial exchange between COLLEGE and Dowling as a result of this Agreement.

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or enrollment of any Dowling Student enrolled at COLLEGE as of the date any such termination is effective shall be unaffected by any such termination. For sake of clarity, Dowling Students accepted by COLLEGE need not complete their academic programs prior to the termination or expiration of this Agreement, and the termination or expiration of this Agreement shall not limit the time period afforded by COLLEGE to Dowling Students to complete their academic programs.

8. Mutual Responsibilities

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran or military status, national origin, age, sexual orientation, gender identity or expression, or any other basis protected by law.
- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.

- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.
- e. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any rule or principle of conflict of laws that might refer the interpretation or construction of this Agreement to the laws of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.

[REDACTED]

Name: Albert F. Inserra
Title: President
DOWLING COLLEGE

7/28/16
Date

[REDACTED]

Name *Christopher J. Frost*
Title *Senior Vice President*
ST. JOSEPH'S COLLEGE

July 28, 2016
Date

[SIGNATURE PAGE TO ARTICULATION AGREEMENT]

**ARTICULATION AGREEMENT
BETWEEN
LONG ISLAND UNIVERSITY
AND
DOWLING COLLEGE**

This Articulation Agreement (this "Agreement"), effective as of July __ 2016 (the "Effective Date"), is entered into between Long Island University, with offices located at LIU Post, 720 Northern Boulevard, Brookville, NY 11548 ("LIU") and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York ("Dowling"); (and each a "Party" and collectively, the "Parties").

WHEREAS, in connection with discussions regarding the transfer and acceptance of certain students and related transcript records and documents between and among LIU and Dowling (the "Transaction"), certain current students at Dowling ("Dowling Students") may wish to continue their education at LIU.

WHEREAS, LIU is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended ("Title IV Programs");

WHEREAS, Dowling has determined that the LIU is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to LIU and given credit for coursework begun or completed at Dowling prior to enrolling at LIU in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and Long Island University (LIU). The main objective of the collaboration is to facilitate the transfer of Dowling Students to LIU.

2. Effective Date

This Agreement is effective as of the date first written above, and will be implemented beginning with the fall semester for 2016.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants, and final decisions will be solely at the discretion of LIU. Admission to LIU will be based on academic qualifications including grade point average, courses taken, and TOEFL or TSE scores.

4. Transfer of Credits

a. General Provisions

Dowling Students admitted to LIU will have their transferred credit applied to the appropriate LIU degree program to which they have been admitted. Completion of the degree at LIU is dependent upon the evaluation of possible general education transfer credits. LIU will confer a degree upon successful completion of the stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many semesters of residence (if any) at LIU will be needed to complete the degree program. An evaluation of transferrable credits will be available to students prior to registering at LIU.

b. Non-Doctoral Transfers

Credits from Dowling's non-doctoral programs will transfer to LIU as follows:

- (i) Any Dowling Student seeking the transfer of sixty (60) or more credits earned at Dowling College shall pay the tuition and fees described in Dowling College's 2015-2016 schedule of tuition and fees, attached hereto as Appendix A.
- (ii) Any Dowling Student seeking the transfer of fewer than sixty (60) credits shall pay the prevailing tuition and fees as described in the then-current schedule of tuition and fees distributed by LIU at the time of such student's enrollment.
- (iii) Any Dowling Student who has enrolled in courses at LIU during the summer term of 2016, in order to complete the requirements of his or her Dowling College registered degree program by August 31, 2016, shall, after completion of a degree audit and confirmation of completion of the Dowling College degree program, receive such degree from Dowling College. Should Dowling College be unable to award degrees to students in this category, the New York State Department of Education shall conduct such degree audit and confirmation of completion of the Dowling College degree program and recommend to the New York State Board of Regents that it award a degree to those students..

c. Doctoral Transfers

Credits from Dowling's Ed.D. program will transfer to LIU as more fully described in Appendix B hereto.

5. Conditions

International students participating in the above program will be governed by and must adhere to the same regulations and performance standards that pertain to other international students and international visitors, including the policies, regulations, laws and visa requirements of the host country and institution.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent, or acknowledgment of

the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges, fees, and residential room and board charges as more fully described in LIU's 2016-2017 Schedule of Tuition and Fees, available on its website (or, in the case of Dowling Students seeking the transfer of sixty (60) or more credits, Dowling College's schedule of tuition and fees for 2015-2016, as described in Appendix A hereto). LIU agrees to endeavor to notify Dowling Students of such charges prior to enrollment. LIU will waive admission application fees for Dowling Students.

University policy requires all students who reside on campus to have health insurance. International students will be automatically billed for the university-sponsored health insurance plan, or its equivalent on their bursar account.

There will be no financial exchange between LIU and Dowling as a result of this Agreement.

All travel, living and academic expenses (including room and board) other than tuition shall be borne by each Dowling Student. These expenses include, but are not limited to: Food, living expenses during the academic year, living expenses during extended academic recess (e.g. holidays, winter and spring break periods, etc., passport expenses, excess baggage shipment and storage, repatriation, international and domestic travel, and such personal expenses as telephone charges, books, etc.).

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or enrollment of any Dowling Student enrolled at LIU as of the date any such termination is effective shall be unaffected by any such termination.

8. Mutual Responsibilities

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran status or national origin.
- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.

- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.
- e. The U.S. Family Educational Rights and Privacy Act and LIU's rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. LIU's disciplinary rules shall apply to all Dowling Students who enroll at LIU.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any rule or principle of conflict of laws that might refer the interpretation or construction of this Agreement to the laws of any other jurisdiction.

9. Indemnification

Each Party agrees to indemnify and hold harmless the other, as well as their respective trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of the other's and/or its agents, servants, employees or students.

10. No Assumption of Liability

LIU assumes no liability or obligation of Dowling College as a result of entering into this Articulation Agreement, other than the obligation to reasonably and appropriately maintain the Dowling Records, as described more particularly in the section titled "Custodial Agreement" herein. In administering the transfer process contemplated herein, LIU shall reasonably rely on representations made by Dowling College and/or Dowling Students. In no case shall LIU be liable for any errors in any information provided to LIU by Dowling College, including, but not limited to, any errors in transcripts provided by Dowling College to LIU.

11. Custodial Agreement

LIU hereby agrees to act as custodian of Dowling College's academic transcripts (the "Dowling Records"), subject to the regulatory approvals and/or waivers upon which this entire Agreement is conditional. Dowling hereby also transfers to LIU the right to use the Dowling College seal for the sole purpose of issuing transcripts to Dowling Students. LIU agrees to maintain the Dowling Records appropriately, and to provide official copies of transcripts upon the request of any former student of Dowling College and in accordance with the procedures and fees that LIU uses for its own students' academic records. LIU also agrees to maintain records of the names and addresses of former students of Dowling College, and will endeavor to update such records should new information (e.g. name and address changes) be made available to LIU. Dowling and LIU shall coordinate regarding the transfer of the Dowling Records, including any necessary regulatory approvals and/or waivers and any actions relating to the Family

Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99. This Custodial Agreement provision is not subject to the Term provisions provided under this Agreement.

Any requests for copies of transcripts received by Dowling College, together with the required payment for such copies, that have not been fulfilled at the time the Dowling Records are transferred to LIU under the terms of this Agreement, shall also be transferred to LIU and, after receiving notice of same from Dowling, LIU shall endeavor to fulfill such requests in accordance with LIU's procedures for such requests at no additional fee.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.



Albert F. Inserra
President
DOWLING COLLEGE

7/28/16
Date



Christopher Fevola Joseph Schaefer
Chief Financial Officer Administration -
LONG ISLAND UNIVERSITY Student Affairs

7/28/2016
Date

APPENDIX B

**LONG ISLAND UNIVERSITY ED.D. PROGRAM IN INTERDISCIPLINARY
EDUCATIONAL STUDIES DOWLING COLLEGE ED.D. STUDENTS TRANSFER
PLAN**

New Ed.D. Students Admitted to Dowling College for Fall 2016 (without Dowling College Ed.D. credits)

New Ed.D. students who have been admitted to the Dowling College Ed.D. Program for Fall 2016 but who have not taken any coursework at Dowling College will be admitted to the LIU Ed.D. Program in the Educational Leadership track for Fall 2016. Even though Dowling might have recognized up to 12 transfer credits from a prior Administrative Certificate Program at Dowling College or other institutions, no transfer credits from prior institutions will be offered toward the LIU degree.

These incoming students will be required to take the full 51 credits of core, field, and dissertation related courses at LIU and to complete the normal culminating LIU Ed.D. degree requirements (i.e., digital portfolio, comprehensive exam, dissertation proposal and proposal defense, and dissertation defense). The courses and culminating requirements are described in the LIU Ed.D. Program Graduate Bulletin (<http://eddprogram.net>).

LIU credit impact: 51 LIU credits. □

Ed.D. Students Who Have Completed the Full First Year at Dowling College (18 credits)

Dowling College Ed.D. students who have completed one full year of doctoral study (18 credits) in courses completed at Dowling College will be admitted to the LIU Ed.D. Program in the Educational Leadership track with advanced standing and will be offered 18 transfer credits toward the 51-credit LIU Ed.D. degree. They will be required to take all (24 credits) of the LIU Ed.D. Program core courses (EDD 1000, 1001, 1002, 1003, 1004, 1005, 1006, and 1007) plus all (9 credits) dissertation-related seminar and advisement courses (EDD 1008, 1009, 1010).

They will also be required to complete the normal culminating LIU Ed.D. degree requirements (i.e., digital portfolio, comprehensive exam, dissertation proposal and proposal defense, and dissertation defense). The courses and culminating requirements are described in the LIU Ed.D. Program Graduate Bulletin (<http://eddprogram.net>).

Dowling College Ed.D. students who have not completed at least 18 credits will be required to take additional credits to cover the deficit. Such additional coursework will be selected from one or more LIU Ed.D. Program courses as advised by an LIU faculty adviser and approved by the Ed.D. Program Director.

LIU credit impact: 33 LIU credits (or more if fewer than 18 credits were completed at Dowling)

Ed.D. Students Who Have Completed Two Full Years at Dowling College (36 credits)

Dowling College Ed.D. students who have completed two full years of doctoral study in courses completed at Dowling College (36 credits) will be admitted to the LIU Ed.D. Program in the Educational Leadership track with advanced standing and will be offered 36 transfer credits toward the 51-credit LIU Ed.D. degree. They will be required to take 6 credits from the LIU Ed.D. Program core courses (EDD 1000 and EDD 1006) plus 9 credits of dissertation-related seminars (EDD 1008, 1009, 1010).

They will also be required to complete the normal culminating LIU Ed.D. degree requirements (i.e., digital portfolio, comprehensive exam, dissertation proposal, and dissertation defense). The courses and culminating requirements are described in the LIU Ed.D. Program Graduate Bulletin and Ed.D. Student Handbook (<http://eddprogram.net>).

LIU credit impact: 15 LIU credits (or more if fewer than 36 credits were completed at Dowling)

Ed.D. Students Who Have Completed More than Two Full Years at Dowling College (more than 36 credits)

Dowling College Ed.D. students who have completed more than 36 credits of doctoral study in courses at Dowling College will be admitted to the LIU Ed.D. Program in the Educational Leadership track with advanced standing and will be offered transfer credits for all courses taken at Dowling College (not including credits from other institutions transferred into the Dowling College Program) up to a maximum of 39 transfer credits toward the 51-credit LIU Ed.D. degree.

They will be required to take 6 credits from the LIU Ed.D. Program core courses (EDD 1000 and EDD 1006) plus 6 credits of dissertation-related seminars (EDD 1008 and 1009). They will also be required to complete the normal culminating LIU Ed.D. degree requirements (i.e., digital portfolio, comprehensive exam, dissertation proposal, and dissertation defense). The courses and culminating requirements are described in the LIU Ed.D. Program Graduate Bulletin (<http://eddprogram.net>).

LIU credit impact: 12 LIU credits (or more if fewer than 36 credits were completed at Dowling)

Courses Referenced in the Proposal

All of the following except EDD 1011 are 3-credit courses:

- ☐ EDD 1000: Pro-Seminar in the Philosophy of Science and Interdisciplinary Approaches to Educational Studies ☐
- ☐ EDD 1001: Multiple Perspectives on Educational Policy Analysis and the History of Education ☐
- ☐ EDD 1002: Organizational Theory: Approaches to Studying and Analyzing School Organizations ☐
- ☐ EDD 1003: Psychological, Sociological and Cultural Aspects of Human Development ☐
- ☐ EDD 1004: School and Community: Policies and Practices EDD 1005: Educational ☐ Research Methods I ☐
- ☐ EDD 1006: Educational Research Methods II ☐
- ☐ EDD 1007: Applied Research Design in Educational Studies ☐
- ☐ EDD 1008: Dissertation Seminar I ☐
- ☐ EDD 1009: Dissertation Seminar II ☐
- ☐ EDD 1010: Dissertation Advisement ☐
- ☐ EDD 1011: Continuing Dissertation Advisement (1 credit) ☐

**ARTICULATION AGREEMENT
BETWEEN
VAUGHN COLLEGE
AND
DOWLING COLLEGE**

This Articulation Agreement (this “Agreement”), effective as of July __, 2016 (the “Effective Date”), is entered into between VAUGHN COLLEGE, with offices located 86-01 23rd Ave, Flushing, NY 11369 (“COLLEGE”) and Dowling College, with offices located at 150 Idle Hour Blvd., Oakdale, New York (“Dowling”); (and each a “Party” and collectively, the “Parties”).

WHEREAS, in connection with discussions regarding certain transactions and agreements involving students between COLLEGE and Dowling (the “Transaction”), certain current students at Dowling (“Dowling Students”) may wish to continue their education at COLLEGE.

WHEREAS, COLLEGE is certified as eligible to participate, and is participating, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended (“Title IV Programs”);

WHEREAS, Dowling has determined that COLLEGE is an institution having the necessary experience, resources and support services to provide Dowling Students with services that are of acceptable quality and provides educational programs that are reasonably similar in content, structure and scheduling to those provided by Dowling;

WHEREAS, each Party wishes to articulate a set of standards according to which Dowling Students may be admitted to COLLEGE and given credit for coursework begun or completed at Dowling prior to enrolling at COLLEGE in order to provide them with a reasonable opportunity to complete their program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the academic collaboration between Dowling College and COLLEGE. The main objective of the collaboration is to facilitate the transfer of Dowling Students to COLLEGE.

2. Effective Date

This Agreement is effective as of the date first written above, and will be implemented beginning with the fall semester for 2016.

3. Admissions Criteria

Candidates will be held to the same rigorous admissions standards as other applicants, and final decisions will be solely at the discretion of COLLEGE. Admission to COLLEGE will be based on academic qualifications including grade point average, courses taken, and TOEFL or TSE scores.

4. Transfer of Credits

Credits from Dowling's programs will transfer to COLLEGE as follows:

- a. Any Dowling Student seeking the transfer of sixty (60) or more credits earned at Dowling College shall pay the tuition and fees described in Dowling College's 2015-2016 schedule of tuition and fees, attached hereto as Appendix A. As the COLLEGE has a lower tuition and fee rate, this does not apply.
- b. Any Dowling Student seeking the transfer of fewer than sixty (60) credits shall pay the prevailing tuition and fees as described in the then-current schedule of tuition and fees distributed by COLLEGE at the time of such student's enrollment.
- c. Any Dowling Student who has enrolled in courses at COLLEGE during the summer term of 2016, in order to transfer those credits to Dowling College to complete the requirements of their Dowling College registered degree program by August 31, 2016, shall, after completion of a degree audit and confirmation of completion of the Dowling College degree program, receive such degree from Dowling College. Should Dowling College be unable to award degrees to students in this category, the New York State Department of Education shall conduct such degree audit and confirmation of completion of the Dowling College degree program and recommend to the New York State Board of Regents that it award a degree to those students.

Dowling Students admitted to COLLEGE will have their transferred credit applied to the appropriate COLLEGE degree program to which they have been admitted. Completion of the degree at COLLEGE is dependent upon the evaluation of possible general education transfer credits. COLLEGE will confer a degree upon successful completion of the stated degree requirements.

Each student's academic record will be assessed individually to ascertain how many semesters of residence (if any) at COLLEGE will be needed to complete the degree program. An evaluation of transferrable credits will be available to students prior to registering at COLLEGE.

5. Conditions

International students participating in the above program will be governed by and must adhere to the same regulations and performance standards that pertain to other international students and international visitors, including the policies, regulations, laws and visa requirements of the host country and institution.

The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver, on or before the Effective Date, of receipt of approval, consent or acknowledgement of the terms of this Agreement by the New York State Department of Education, the Middle States Commission on Higher Education, and the U.S. Department of Education. The parties will cooperate in efforts to obtain all required approvals, and in efforts to respond to questions, requests, and objections of any regulatory bodies.

6. Tuition, Fees and Charges

Accepted and enrolled Dowling Students will be directly responsible for all tuition charges, fees, and residential room and board charges as more fully described in COLLEGE'S 2016-2017 Schedule of Tuition and Fees, available on its website (or, in the case of Dowling Students seeking the transfer of sixty (60) or more credits, Dowling College's schedule of tuition and fees for 2015-2016, as described in Appendix A hereto). COLLEGE shall notify Dowling Students of such charges prior to enrollment. COLLEGE will waive admission application fees for Dowling Students.

There will be no financial exchange between COLLEGE and Dowling as a result of this Agreement.

7. Term

This Agreement will remain in force for two years after the Effective Date hereof, unless terminated earlier pursuant to mutual consent or upon 180 days' written notice by one of the parties to the other. This Agreement may only be modified or renewed by a written memorandum signed by both institutions. The admission status, academic status and/or enrollment of any Dowling Student enrolled at COLLEGE as of the date any such termination is effective shall be unaffected by any such termination.

8. Mutual Responsibilities

- a. The parties will collaborate on the timing of release and content of messaging related to this Articulation Agreement to ensure compliance and appropriateness of messaging for all of their respective constituencies.
- b. Neither party shall discriminate against any employee, applicant, or student because of race, color, creed, sex, religion, marital status, disability, veteran status or national origin.
- c. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
- d. Each party shall perform its respective obligations hereunder as an independent contractor. Nothing contained in this Articulation Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the sake of the other party, or to bind the other party contractually in

any manner whatsoever. Under no circumstances, as a result of this Articulation Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.

- e. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) rules governing student records, privacy and access rights shall apply to all enrolled student records.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any rule or principle of conflict of laws that might refer the interpretation or construction of this Agreement to the laws of any other jurisdiction.

9. Indemnification

Each Party agrees to indemnify and hold harmless the other, as well as their respective trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of the other's and/or its agents, servants, employees or students.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date of the last signature provided below.

[REDACTED]

Name ALBERT DUSTIN
Title President
DOWLING COLLEGE

7/28/16
Date

[REDACTED]

Name SHARON D. KENNEDY
President
VAUGHN COLLEGE

7/27/16
Date

[SIGNATURE PAGE TO ARTICULATION AGREEMENT]